

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 22-046

APPROVING A MASTER INTERLOCAL AGREEMENT
BETWEEN LEWIS COUNTY AND GRAYS HARBOR
COUNTY, AND AUTHORIZING SIGNATURES
THEREON

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the parties, Lewis County and Grays Harbor County, desire to enter into an agreement to streamline the administrative process in which reimbursable work is done for Grays Harbor County by Lewis County Public Works on the portion of Harris Road in Grays Harbor County's jurisdiction; and

WHEREAS, the Master Interlocal Agreement will be for a period of five (5) years, expiring December 31, 2027, and can be terminated by either party upon written notice; and

WHEREAS, the Director of Public Works and County Engineer have reviewed the Master Interlocal Agreement (attached as Exhibit A) and recommend that the Board of County Commissioners (BOCC) authorize execution of the Agreement.

NOW THEREFORE BE IT RESOLVED that the BOCC has determined executing the Master Interlocal Agreement with Grays Harbor County for the purpose of streamlining reimbursable work for a five-year period, expiring on December 31, 2027, to be in the best public interest and the BOCC is hereby authorized to sign the same.

DONE IN OPEN SESSION this 22nd day of February, 2022.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Amber Smith
By: Amber Smith,
Deputy Prosecuting Attorney

Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Chair

ATTEST:



Sean D. Swope
Sean D. Swope, Vice Chair

Rieva Lester
Rieva Lester,
Clerk of the Lewis County Board of
County Commissioners

F. Lee Grose
F. Lee Grose, Commissioner

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 22nd day of February, 2022, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "Lewis County", and GRAYS HARBOR COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "Grays Harbor County",

WITNESSETH:


IT IS HEREBY COVENANTED AND AGREED as follows:

1. Grays Harbor County request that Lewis County perform the work listed below at a time and in a manner convenient to Lewis County, and hereby agrees reimbursement to Lewis County for all work done. Lewis County will provide all necessary labor and material, and all work incidental to maintain that portion of Harris Road in Sections 9 and 10, Township 15 North, Range 4 West in Grays Harbor County, Washington.
2. Grays Harbor County hereby agrees to reimburse Lewis County for all work done, based on the actual cost of labor, equipment rental, and materials used, plus a fee of 5% of costs or a minimum of \$100 for administrative services associated with the maintenance work performed.
3. Grays Harbor County certifies and warrants that it has the legal authority to perform this work with its own forces at the location herein specified, but in fact would expend manpower and equipment inefficiently to accomplish the work.
4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished only if such work does not interrupt or interfere with the Lewis County Public Works Department's regular schedule. This agreement will remain effective for a period of five (5) years or until December 31, 2027, unless otherwise terminated. Either party may terminate this agreement for any reason upon 30 days written notice by one party to the other. Grays Harbor County will shall be responsible for all costs of maintenance provided by Lewis County prior to its written termination as herein provided. Road maintenance estimated to cost more than \$1,000.00 shall be pre-approved using a Request for Estimate for Reimbursable Work form. Said form shall be fully signed and a copy submitted with all billings. A ratifying resolution we be waived for reimbursable maintenance performed under the terms of this agreement.

5. It is understood and agreed between the parties hereto that Grays Harbor County agrees to protect, defend, indemnify and hold harmless Lewis County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by Lewis County, except insofar as any obligation or responsibility is imposed upon Lewis County by statute. Grays Harbor County has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney


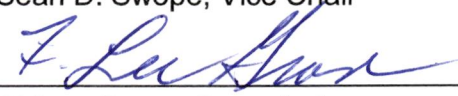

By: Civil Deputy

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


Lindsey R. Pollock, DVM, Chair


ATTEST:


Rieva Lester, Clerk of the Board


Sean D. Swope, Vice Chair

F. Lee Grose, Commissioner




BOARD OF COUNTY COMMISSIONERS
FOR GRAYS HARBOR COUNTY


Jill Warne, Chair


Kevin Pine, Commissioner

ATTEST:


Clerk of the Board


Vickie Raines, Commissioner

BOCC AGENDA ITEM SUMMARY

Resolution:

BOCC Meeting Date: Feb. 22, 2022

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approving a Master Interlocal Agreement between Lewis County and Grays Harbor County, and authorizing signatures thereon

Contact: Josh Metcalf

Phone: 2762

Department: PW - Public Works

Description:

Approving a Master Interlocal Agreement between Lewis County and Grays Harbor County to streamline the administrative process in which reimbursable work is done on Harris Road for the Grays Harbor County by Lewis County Public Works, and authorizing signatures thereon

Approvals:

Publication Requirements:

Publications:

User	Status
PA's Office	Pending

Additional Copies:

Mike Kroll-PW
Kevin Korpi-PW

Cover Letter To: